

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE 29-Oct-2001		4. REQUISITION/PURCHASE REQ. NO. W22W9K-1249-7353		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY USA ENGINEER DISTRICT, LOUISVILLE ATTN: CELRL-CT 600 DR MARTIN LUTHER KING PLACE ROOM 821 LOUISIVLLE, KY 40202		CODE DACW27		7. ADMINISTERED BY <i>(If other than Item 6)</i> CONTRACT ADMINISTRATION BRANCH ATTN: DANA L. CRAIG P.O. BOX 59 LOUISVILLE, KY 40201-0059		CODE DACA27	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(✓)		9A. AMENDMENT OF SOLICITATION NO. DACW27-01-B-0016	
				×		9B. DATED <i>(SEE ITEM 11)</i> 02-OCT-2001	
						10A. MODIFICATION OF CONTRACTS/ORDER NO.	
						10B. DATED <i>(SEE ITEM 13)</i>	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not ex-							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA <i>(If required)</i>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(✓)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER <i>(Specify type of modification and authority)</i>					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i> Solicitation DACW27-01-B-0016 for Flood Damage Reduction Project for Duck Creek Phase I, Ohio is hereby amended as follows: a. The Contractor shall restrict access to the temporary railroad crossing by placing a "gate" across the access road at the approximate location of the railroad property line on the north side of the tracks. This gate will be locked at all times when the Contractor is not using the temporary crossing. The gate will consist of the following: - two steel posts measuring 3" in diameter (minimum) extending 2 feet, 6 inches below ground and 3 feet, 6 inches above ground --anchored in concrete 10 inches in diameter and extending 3 feet below grade -- spaced 24 feet apart (mininum) - 3/4-inch diameter (minimum) steel cable or 1-inch (minimum) steel chain with padlock - reflective sign, yellow and black in color stating "No Trespassing" or similar words -- sign to be posted on the cable or chain midway between the posts No separate payment will be made for this work as it will be considered incidental to the other items of work in the contract.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ <i>(Signature of person authorized to sign)</i>				BY _____ <i>(Signature of Contracting Officer)</i>			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	
USAPPC V2.00							

b. Paragraph 1.24 is hereby added to Section 00800.

1.24 RAILROAD INSURANCE

The Contractor shall furnish evidence to the Government and Norfolk Southern Railroad that the following types of insurance in the amounts as specified have been obtained:

(A) Contractor's Public Liability and Property Damage Insurance. Limits not less than \$3,000,000 as to public liability and \$3,000,000 as to property damage liability.

(B) Contractor's Protective Public Liability and Property Damage Insurance. Same limits as in (A) above, if subcontractors are involved.

(C) Railroad Protective Liability Insurance. Limits not less than \$5,000,000 combined single limit for bodily injury, and for property damage per occurrence with aggregate limits of not less than \$10,000,000, per occurrence basis, on the current ISO/RIMA form.

Evidence to the Railroad required by the above paragraph shall be in the form of an original certificate from the Insurance Company to the Railroad covering the first two items, and the third item being a policy naming the Railroad as insured. Said insurance shall be carried in effect by the Government's contractor(s) until all work required to be performed on Railroad right of way under the terms of this agreement, to the satisfaction of the Contracting Officer and the Norfolk Southern Railroad Representative.

No separate payment will be associated with this requirement as it will be considered incidental to the other items of the contract.

c. The bid opening date has been extended to 8 November 2001 at 2:00 p.m. (local time).